

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

HESTAL LIPSCOMB,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	05-477 SLR
ELECTRONIC DATA SYSTEMS)	
CORPORATION, a Delaware)	
Corporation,)	
)	
Defendant.)	

Deposition of BARBARA JACKSON taken pursuant to notice at the offices of Smith, Katzenstein & Furlow LLP, 800 Delaware Avenue, 7th Floor, Wilmington, Delaware, beginning at 9:20 a.m. on Wednesday, April 12, 2006, before Robert Wayne Wilcox, Jr., Court Reporter and Notary Public.

APPEARANCES:

LAURENCE V. CRONIN, ESQ.
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800 Delaware Avenue - 7th Floor
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for the Plaintiff,

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Cleveland, Ohio 44114
for the Defendant.

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Barbara Jackson

10 (Pages 34 to 37)

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<p>1 cooperative.</p> <p>2 Q. Well, it's your word. You said it factored</p> <p>3 into your decision to terminate Ms. Lipscomb. You've</p> <p>4 mentioned the three conversations that you had June 30th,</p> <p>5 July 1 and July 2.</p> <p>6 A. Mm-hmm.</p> <p>7 Q. I'm trying to find out if you believe that she</p> <p>8 did anything that evidenced a lack of cooperation prior</p> <p>9 to June 30th, 2004.</p> <p>10 A. I'm going to say yes.</p> <p>11 Q. Okay. What?</p> <p>12 A. In looking at her 2004 attendance record,</p> <p>13 there were latenesses. There were verbal warnings.</p> <p>14 There was a verbal warning given. All that was certainly</p> <p>15 considered.</p> <p>16 Q. Okay. So if she had not had a verbal warning</p> <p>17 in April or other tardiness, you wouldn't have</p> <p>18 recommended that she be terminated?</p> <p>19 MR. PIATAK: Objection. You may answer.</p> <p>20 A. The recommendation would have still been the</p> <p>21 same.</p> <p>22 Q. Okay. So the fact that she was tardy and that</p> <p>23 she had this warning on April 16th didn't matter in terms</p> <p>24 of the ultimate decision whether to terminate or not.</p>	<p>1 MR. PIATAK: Objection. You may answer.</p> <p>2 Q. Excuse me?</p> <p>3 MR. PIATAK: Objection. You may answer.</p> <p>4 A. No.</p> <p>5 Q. Okay. You wouldn't believe she was being</p> <p>6 uncooperative?</p> <p>7 A. No.</p> <p>8 Q. Okay. If you knew that in fact CIGNA had</p> <p>9 received the documents regarding her medical condition on</p> <p>10 June 21st, 2004 but had simply lost them, would you have</p> <p>11 still gone ahead and terminated her?</p> <p>12 MR. PIATAK: Objection. You may answer.</p> <p>13 A. No.</p> <p>14 Q. Okay. Now, what was Mr. Rogers' role in the</p> <p>15 decision to terminate Ms. Lipscomb?</p> <p>16 A. Mr. Rogers has the ultimate responsibility for</p> <p>17 the Delaware account, and he is the account manager. So,</p> <p>18 ultimately, I would -- I presented a recommendation.</p> <p>19 And, ultimately, Mr. Rogers makes the final decision</p> <p>20 whether, yes, we terminate or, no, we do not.</p> <p>21 Q. And your recommendation was to terminate?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. When did you present that</p> <p>24 recommendation?</p>
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<p>1 Correct?</p> <p>2 MR. PIATAK: Objection. You may answer.</p> <p>3 A. I don't believe that it did.</p> <p>4 Q. Don't believe what did?</p> <p>5 The prior instances didn't matter in the</p> <p>6 decision that you made. Correct?</p> <p>7 A. No.</p> <p>8 Q. Is that correct?</p> <p>9 A. That is correct.</p> <p>10 Q. Okay. Now, if it was shown to you that in</p> <p>11 fact Ms. Lipscomb nine days before you first started</p> <p>12 talking to her about this had been able to provide to</p> <p>13 CIGNA in Texas medical records in response to your</p> <p>14 request or the company's request, would you still believe</p> <p>15 that she was being uncooperative?</p> <p>16 MR. PIATAK: Objection. You may answer.</p> <p>17 A. Can you repeat that?</p> <p>18 Q. Sure.</p> <p>19 If it was shown to you that</p> <p>20 Ms. Lipscomb's physicians had provided CIGNA nine days</p> <p>21 before you started talking to her medical records in</p> <p>22 response to CIGNA's request, would you still believe she</p> <p>23 was being uncooperative?</p> <p>24 A. No.</p>	<p>1 A. I don't remember the exact date.</p> <p>2 Q. Did you ever discuss Ms. Lipscomb's situation</p> <p>3 with Mr. Rogers other than this time when you presented</p> <p>4 your recommendation?</p> <p>5 A. Yes.</p> <p>6 Q. How many times?</p> <p>7 A. I believe twice.</p> <p>8 Q. When were they?</p> <p>9 A. I don't know exact dates.</p> <p>10 Q. Okay. So you recall having three</p> <p>11 conversations with Mr. Rogers about Ms. Lipscomb. Is</p> <p>12 that correct?</p> <p>13 A. Yes.</p> <p>14 Q. All right. Would it be fair to say that the</p> <p>15 last one was around July 12th or July 13th, 2004?</p> <p>16 A. I don't know that.</p> <p>17 Q. Was it close in time to the date of her</p> <p>18 termination?</p> <p>19 A. Yes.</p> <p>20 Q. All right. Now, the two earlier ones, were</p> <p>21 they within days or weeks of that conversation?</p> <p>22 A. I would say within days.</p> <p>23 Q. All right. Tell me what you can about the</p> <p>24 three conversations that you had with Mr. Rogers starting</p>

Exhibit B

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF DELAWARE

3 HESTAL LIPSCOMB,)
4)
5)
6 PLAINTIFF,)
7)
8 VS.) CIVIL ACTION
9)
10) NO.: 05-477 SLR
11)
12 ELECTRONIC DATA SYSTEMS)
13 CORPORATION, a Delaware)
14 Corporation,)
15)
16)
17 DEFENDANT.)

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ORAL DEPOSITION OF

13

PATTY HARRINGTON

14

May 4, 2006

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Volume 1

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ORIGINAL

17 ORAL DEPOSITION OF PATTY HARRINGTON, produced as a witness
18 at the instance of the PLAINTIFF, and duly sworn, was taken in
19 the above-styled and numbered cause on the 4th day of May,
20 2006, from 1:01 p.m. to 1:49 p.m., before Caroline Tadlock,
21 RPR, CSR in and for the State of Texas, reported by machine
22 shorthand, at the law offices of Crouch & Ramey, 1445 Ross
23 Avenue, Suite 3600, Dallas, Texas, pursuant to the Federal
24 Rules of Civil Procedure and the provisions stated on the
25 record or attached hereto.

1 says, in regard to a particular complaint, We never got it, we
2 never got the document, but the employee says it was sent and
3 can provide evidence that it was sent, such that it appears
4 that CIGNA made a mistake, would it still be EDS' view that
5 CIGNA was always right and the employee was always wrong?

6 MR. PIATAK: Objection as to form.

7 You can answer.

8 That wasn't her testimony.

9 THE REPORTER: I didn't hear the last part, Tom.

10 MR. PIATAK: That wasn't her testimony.

11 A. I -- I don't understand what you're trying to say.

12 Q. (BY MR. CRONIN) Okay. What I'm trying to get at is,
13 EDS has decided to use third-party administrators to administer
14 their FMLA leave --

15 A. Correct.

16 Q. -- correct?

17 A. Correct.

18 Q. And you signed a contract -- you, EDS, signed a
19 contract with CIGNA to have them provide that service, correct?

20 A. Correct.

21 Q. And CIGNA, in turn, decided to contract with an
22 entirely separate corporation to perform that function,
23 correct?

24 A. Correct.

25 Q. Okay. But it certainly wasn't EDS' intent, in